

M A S T E R C O N T R A C T

BETWEEN THE HIGHLAND COMMUNITY SCHOOL DISTRICT

AND THE HIGHLAND EDUCATION ASSOCIATION

FOR 2006-2007

AINSWORTH-RIVERSIDE, IOWA

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1 I. RECOGNITION AND NOTICES

2 A. Recognition

3 The Highland Board of Directors recognizes the Highland Education Association
4 as the exclusive bargaining representative as ordered in PERB certification order
5 #110. The unit shall include those positions included in order #110 and
6 amendments.

7 "It is hereby ordered by the Board that Highland Education Association should
8 be and hereby is designated and certified by the Board to be the exclusive
9 bargaining representative for the employees of Highland Community School
10 District, a public employer, in the following bargaining unit:

11 INCLUDED: Certified classroom teachers, guidance counselors, certified
12 librarians, licensed or certified school nurses, special resource
13 teachers, department heads, head teachers, athletic directors and
14 coordinators.

15 EXCLUDED: Superintendent, principals, non-certified school employees
16 (custodians, bus drivers, bus mechanics, transportation
17 directors, secretaries, teacher aides and cooks), and all
18 other persons excluded by Section 4 of the Act."

19 B. Notices

20 Whenever any notice is required to be given by either of the parties to this
21 Agreement to the other, pursuant to the provision(s) of this Agreement, either

1 party shall do so by telephone or letter or in person at the following designated
2 addresses or at such other address as may be designated by a party in written
3 notification to the other party. Written notification must always follow any oral
4 notice.

5 1. If by Association, to Board at Highland Superintendents office.

6 2. If by Board, to Association through the President, Chief Negotiator, or
7 Teachers Rights Chairperson.

8 II. DUES CHECKOFF AND INDEMNIFICATION

9 Upon receipt of written authorization from each employee of the Association at
10 least thirty (30) days in advance of the first deduction, the Board agrees to deduct
11 one-twelfth of the total Association dues from his or her pay for twelve (12)
12 months and remit such deduction fifteen (15) days following each pay period to
13 the official designated in writing by the Association to receive such deduction.
14 The Association will notify the Board in writing of the exact amount of such
15 regular membership dues at least thirty (30) days prior to the first deduction.
16 Revocation of the employees authorization must be made in writing by the
17 employee at least thirty (30) days prior to its effective date. The Association
18 agrees to indemnify and hold harmless the Board, each individual Board member
19 and secretary, and all administration against any and all claims, costs, suits or
20 other forms of liability and all court costs arising out of the application of the
21 provisions in the agreement between the parties for dues deduction.

1 III. GRIEVANCE PROCEDURE

2 A. Definition

3 1. A grievance shall mean only an allegation that there has been a violation,
4 misinterpretation, or misapplication of any of the specific provisions of
5 this Agreement.

6 2. A "Grievant" shall mean an employee, a group of employees, or the
7 Association filing a grievance.

8 3. A "Party in Interest" is the person or persons making the allegations.

9 B. Time Limits

10 If a grievance is not presented within ten working days, it shall be considered
11 waived. If a grievance is not appealed to the next step within ten working days
12 (or specified time limit) it shall be considered settled on the basis of the
13 administrations last answer. The time limit in each step may be extended by
14 mutual written agreement of the Superintendent or his/her designee and
15 Association involved in each step. The term "working days" as used in this
16 article shall mean the days Monday through Friday included within the contract.

17 C. Coverage

18 1. Every Party in Interest covered by this Agreement shall have the right to
19 present grievances in accordance with these procedures.

20 2. The failure of the Party in Interest (or, in the event of an appeal to

1 arbitration, the Association) to act on any grievance within the prescribed
2 time limits will act as a bar to any further appeal and an administrator's
3 failure to give a decision within the time limits shall permit the Party in
4 Interest to proceed to the next step. The time limits, however, may be
5 extended by mutual agreement.

- 6 3. It is agreed that any investigation or other handling or processing of any
7 grievance by the Party in Interest shall be conducted so as to result in no
8 interference with or interruption whatsoever of the instructional program
9 and related work activities of the Party in Interest or of the teaching staff.

10 D. Procedure

11 1. First Step

12 An attempt shall be made to resolve any grievance in informal, verbal
13 discussion between the Party in Interest and his or her principal. Class
14 grievances involving more than one principal and grievances involving an
15 administrator above the building level may be initiated at Step Three.
16 During the summer months, when school is not in session, if the building
17 principal is not available for the grievant to proceed at Steps One and
18 Two, the grievance may be initiated at Step Three.

19 2. Second Step

20 If the grievance can not be resolved informally, the Party in Interest shall

1 file the grievance in writing. The written grievance shall state the
2 nature of the grievance, shall note the specific reasons and clause or
3 clauses of the basis of the grievance, and shall state the remedy requested.
4 The filing of the formal written grievance at the second step must be
5 within ten (10) working days after receipt of the grievance. The principal
6 shall render a decision and communicate it in writing to the aggrieved
7 employee and the Superintendent within ten (10) working days following
8 the meeting between the principal and the aggrieved.

9 3. Third Step

10 In the event a grievance has not been satisfactorily resolved at the second
11 step, the Party in Interest shall file, within five (5) working days of the
12 principal's written decision at the second step, a copy of the grievance
13 with the Superintendent. Within ten (10) working days after such written
14 grievance is filed, the aggrieved and Superintendent or his/her designee
15 shall meet to resolve the grievance. The Superintendent or his/her
16 designee shall file an answer within ten (10) working days of the third-
17 step grievance meeting and communicate it in writing to the Party in
18 Interest and the principal.

19 4. Fourth Step

20 If the grievance is not resolved satisfactorily in Step Three, there shall be

1 a fourth step of impartial binding arbitration. If a demand for arbitration
2 is not filed within twenty (20) working days of the third step reply then
3 the grievance will be deemed settled on the basis of the third step answer.
4 Grievances which have been processed through the three preceding steps
5 of this procedure and only such grievances shall be submitted to
6 arbitration as provided below:

7 The Association and grievant, shall submit, in writing, a request to enter
8 into such arbitration. The arbitration proceedings shall be conducted by
9 an arbitrator to be selected by the two parties within five (5) working days
10 after said notice is given. If the two parties fail to reach agreement on an
11 arbitrator within five (5) working days, the Federal Mediation and
12 Conciliation Service shall be requested to provide a panel of five (5)
13 arbitrators. This request shall be in the form of a written communication
14 from the grievant and the Association which shall serve as a joint request.
15 The moving party shall remove the first name from the list. The party
16 removing the first name shall do so within two (2) working days and the
17 other party shall have one (1) additional working day to remove one of the
18 remaining names. Each party shall alternately strike one name. The
19 person whose name remains shall be the arbitrator.

20 The decision of the arbitrator shall be submitted in writing within twenty

1 (20) working days following the close of the hearing or the submission of
2 briefs by the parties, whichever is later, unless the parties agree to an
3 extension thereof. The decision of the arbitrator shall be binding on the
4 parties.

5 The arbitrator shall have no power to alter, change, detract from, or add
6 to the provisions of this agreement but shall have power only to apply and
7 interpret the provisions of this agreement to the settlement of issues and
8 grievances arising hereunder.

9 The cost for the services of the arbitrator, including per diem expenses,
10 if any, and actual and necessary travel, subsistence expenses, and the cost
11 of the hearing room shall be borne equally by the Board and the
12 Association. Any other expenses incurred shall be paid by the party
13 incurring the same.

14 E. Exceptions to Time Limits

15 When a grievance is submitted on or after May 1, time limits shall consist of all
16 weekdays, exclusive of weekends or holidays, so that the matter may be resolved
17 before the close of the school term or as soon as possible thereafter.

1 IV. COMPLIANCE CLAUSES

2 A. Separability

3 If any provision of this Agreement or any application of this Agreement to any
4 employee or group of employees is held to be contrary to law, then such
5 provision or application shall not be deemed valid and subsisting, except to the
6 extent permitted by law and the Board and the Association shall enter into
7 immediate negotiations to replace said provision, if possible. All other provisions
8 or applications shall continue in full force and effect.

9 B. Modification of Current Agreement

10 Negotiations may be reopened on this Agreement by mutual agreement if either
11 party gives a written notice of request to negotiate.

12 V. DURATION PERIOD

13 This Agreement shall be effective as of July 1, 2006, and shall continue in effect
14 until June 30, 2007.

15 VI. WAGES AND SALARIES

16 A. Schedule

- 17 1. The salary of each employee covered by the regular schedule is set forth
18 in Schedule A, which is attached hereto and made part thereof.
19 2. For this contract a days pay will be 1/the number of days in the contract

year.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Any employee hired after the start of a school year shall be given full credit for one (1) year service toward the next increment step for the following year if they serve ninety (90) consecutive teaching days or more in one school year.

2. Credit for Experience

Credit up to fifteenth (15th) step of any salary level on the employee Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment.

3. Placement Beyond the BA Lane

To be placed on the salary schedule beyond the BA lane the graduate credit hours must be earned after receipt of the teaching certificate.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the

maximum for the educational classification is reached. A year of service consists of employment in the Highland District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher lane. For an employee to advance from one educational lane to another, they shall file suitable evidence of additional educational credit with the Superintendent no later than September 15.

D. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher, with approval of the Superintendent.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

3. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employee. The checks will be mailed on the day before the scheduled pay date.

E. Part-Time Employees

Part-time employees benefits, leaves and insurance shall be pro-rated. An employee who is employed more than one-half time ($\frac{1}{2}$) time shall receive one (1) full year in seniority.

F. Extra Teaching Preparation Compensation

1. Secondary (7-12) employees assigned classes requiring more than five (5) preparations because of teaching responsibilities for different subject matter areas, will be compensated at \$400 for each additional preparation per semester.

a. Definitions: Subject matter areas refer to the separate and distinct sub-components of the specific academic disciplines; for example, the discipline is Social Studies, it's sub-components are: American History, World History, Economics, American Government, etc. Each sub-component requires it's own preparation and consequently is counted as one preparation.

1 G. Re-Opener

2 If there is an increase in state aid after salaries are set which exceeds \$6,000.00,
3 the gain over \$6,000.00 would be applied to the base salary and balance of
4 budget, provided, however, that the District, in its sole discretion, may apply that
5 portion of the increase otherwise to be applied to teachers' salaries to restore
6 budget cuts resulting in teacher layoffs and to reinstate teachers laid off as a result
7 of said budget cuts. This provision is subject to Iowa Public Law Section 20.17,
8 Subdivision 6.

9 VII. SUPPLEMENTAL PAY

10 A. Extra-Curricular Activities

11 1. Approved Activities

12 The Board and the Association agree that the extra-curricular activities
13 listed in Schedule B are official school-sponsored activities covered by
14 school insurance. The Board has the authority not to fill a position.

15 2. Rate of Pay

16 Employee participation in extra-curricular activities which extend beyond
17 the regularly scheduled in-school day, shall be compensated according to
18 the rate of pay or other stipulations in Schedule B, which is attached
19 hereto and made a part thereof.

1 B. Travel Expenses

- 2 1. Employees who may be requested to use their own transportation in the
- 3 performance of their duties and employees who are assigned to more than
- 4 one school per day shall be reimbursed for all such travel at the current
- 5 rate of the maximum state allowance.
- 6 2. The same allowance shall be given for use of personal cars for field trips
- 7 or other business of the district. The Board shall provide adequate
- 8 liability insurance protection for employees, when their personal cars are
- 9 used as provided in this section.

10 VIII. INSURANCE

11 A. Health Insurance

12 1. New Hires after July 1, 2000

13 The employer will provide a single health insurance plan equal to the

14 highest deductible plan that is available to the employee. Employees will

15 be required to take the employer provided plan. If the employee wishes

16 to upgrade this plan to a lower deductible or a family plan the employee

17 will pay the difference in premium.

18 2. Employees on staff prior to July 1, 2000

19 The employer will pay an amount equal to the single health insurance plan

20 with the highest deductible that is available to the employee minus five

21 dollars (\$5.00). If the employee wishes to upgrade this plan to a lower

deductible or a family plan the employee will pay the difference in premium. Employees who choose not to take the health insurance will be provided \$1,920 per year towards a tax-sheltered annuity.

B. Dental Insurance

The employer will pay up to \$240.00 per year on the group dental insurance premium.

C. LTD Insurance

The employer will provide a Long Term Disability insurance plan.

IX. LEAVES

A. Sick Leave

1. A regular employee of this school district shall be granted sick leave with full pay of fifteen (15) days each year. Unused sick leave days shall accumulate from year to year with a maximum accumulation of one hundred and fifteen (115) days.
2. In order to be eligible for sick leave allowance, it is the responsibility of the employee to make every reasonable attempt to notify his or her immediate principal of the illness no later than 6:30 a.m. on the day of the illness and to present evidence as requested to confirm the necessity of

1 such absence. A doctor's statement may be required as evidence of the
2 employee's ability to resume employment after a confining or disabling
3 illness or accident.

4 3. New employees whose services commence after the beginning of the
5 school term shall be granted an pro rata share of the days allowed.

6 4. In the event of an unexpected situation where an employee has exhausted
7 all of their sick leave due to extended illness, family illness, maternity
8 leave, etc. other employees may donate their personal leave into a pool.

9 B. Family Illness

10 1. An employee may use five (5) days of sick leave for family illness. An
11 additional five days of leave may be taken after all other leave has been
12 exhausted (personal leave and general leave). In unique situations the
13 superintendent may convert additional sick leave to family illness. See
14 Section D1 - Bereavement Leave for definition of family.

15 2. An employee may be granted a leave of absence without pay to the end
16 of a current school year, or part thereof, for the purpose of caring for a
17 sick or injured member of the employee's immediate family. Immediate
18 family being: mother, father, spouse and children. Additional leave may
19 be granted by the Board.

1 C. Maternity Leave

2 An employee may use six weeks of paid sick leave for pregnancy or pregnancy-
3 related matters. Additional unpaid leave may be used under the provisions of the
4 "Family and Medical Leave" policy. In extreme medical conditions additional
5 leave may be granted by the superintendent if there is sufficient unused sick leave
6 days. A medical statement shall be required for maternity leave.

7 D. Paternity Leave

8 An employee may use up to two weeks of paid sick leave for paternity leave.
9 Family illness leave may not be used for paternity leave. Additional unpaid leave
10 may be used under the provisions of the "Family and Medical Leave" policy.

11 E. Adoption/Foster Care Leave

12 An employee may use up to two weeks of paid sick leave for adoption/foster care
13 leave. Family illness leave may not be used for adoption/foster care leave.
14 Additional unpaid leave may be used under the provisions of the "Family and
15 Medical Leave" policy. In extreme conditions additional leave may be granted
16 by the superintendent if there is sufficient unused sick leave days.

17 F. Professional Leave

18 Attendance at professional meetings or visiting schools to observe specific
19 programs may be permitted without loss of pay provided prior approval is

1 received from the principal and the Superintendent. The District will encourage
2 each staff member to utilize this leave. Each employee shall be granted a
3 minimum of one professional leave day per year. Additional days may be granted
4 at the discretion of the principal and the Superintendent. Further-more, the
5 District will agree to equitably disburse such monies as are available during the
6 course of the year for such leave.

7 G. Bereavement Leave

- 8 1. Up to five (5) days leave with pay per school year shall be allowed for
9 each death in the immediate family with the approval of the
10 Superintendent or his/her designated representative. These days shall be
11 non-accumulative. Members of the immediate family shall include only
12 the following: Spouse, child, mother, father, sister, brother, grandfather,
13 grandmother, granddaughter, grandson, mother-in-law, son-in-law,
14 daughter-in-law, step-son, step-daughter, father-in-law, step-mother, step-
15 father, step-mother-in-law, step-father-in-law, step-sister, step-brother,
16 brother-in-law and sister-in-law. Unusual circumstances will be dealt with
17 on a case-by-case basis by the Superintendent.
- 18 2. Employees shall be granted up to two (2) days (total) in the event of the
19 death of a friend or relative outside the employee's family as defined
20 above.

1 H. General Leave

2 A regular employee of this school district shall be granted one (1) days leave
3 during each school year of employment for the following purposes upon the
4 previous approval of the superintendent:

- 5 a. Dental service not entitling the employee to sick leave
- 6 b. Eye test and glass fitting
- 7 c. Community Service
- 8 d. Church Services
- 9 e. Funerals not entitling bereavement leave
- 10 f. Illness in the family
- 11 g. Commercial business
- 12 h. Legal business
- 13 i. Political business
- 14 j. Attendance at weddings
- 15 k. Educational meetings not covered under professional leave
- 16 l. Emergency
- 17 m. Graduations
- 18 n. Family business

19 I. Association Leave

20 Up to a total of five (5) days per Association per year shall be allowed for
21 representatives of the Association to attend activities of their local, state, and

1 national affiliated organization. The Association shall inform the employees
2 principal at least forty-eight (48) hours prior to the use of this leave for
3 Association activities. The employee attending these activities shall receive full
4 pay for this leave if the Association reimburses the school district for the cost of
5 the substitute for the employee.

6 J. Extended Leaves of Absence

7 Requests for extended leaves of absence without pay shall be presented to the
8 Superintendent in writing. If denied by the Superintendent, the employee may
9 request such application be presented to the Board.

10 K. Personal Leave

- 11 1. Two (2) personal days of leave with pay shall be granted by the
12 Superintendent upon request by the teacher at least three (3) days prior to
13 the date leave shall take place. This time span may be waived in case of
14 an emergency. Personal days may be carried over to the following year
15 and allowed to accumulate to a maximum of four (4) days.
- 16 2. After ten (10) years of service, three (3) personal days of leave with pay
17 shall be granted by the Superintendent upon request by the teacher at least
18 three (3) days prior to the date leave shall take place. This time span may
19 be waived in case of an emergency. Personal days may be carried over
20 to the following year and allowed to accumulate to a maximum of five (5)

days.

The following restrictions shall apply:

1. Leave not to be granted for activities where the teacher is required to meet the parents and/or public.
2. Leave shall not be used to extend holidays.
3. Leave shall not be used the first or last week of school and semester test week. (Except in extreme emergency.)
4. Leave shall not be granted for more than three (3) members of the bargaining unit per day. (First request-first served)
5. Length of leave minimum of one-half (1/2) day.

X. EMPLOYEE WORK YEAR

A. In-School Work Year

1. Regular Contract

The in-school work year, except for extended contracts, shall not exceed 184 days for teachers who have experience in the Highland School District.

2. Professional Development Contract Days

If the state requires additional contract days outside of instruction time those days will be paid at the employee's per diem rate.

1 3. Definition of In-School Work Year

2 The in-school year shall include days when pupils are in attendance,
3 orientation days, and other days when employees attendance is required.

4 4. Definition of Contract Year

5 The contract year is the total of the in-school year plus the paid holidays.

6 5. Definition of In-School Day

7 An in-school day is a day an employee is required to be at his place of
8 employment.

9 6. Non-Attendance

10 Employee attendance shall not be required whenever student attendance
11 is not required due to inclement weather.

12 7. Non-School Days

13 Winter break shall consist of eleven consecutive days, including the paid
14 Holidays of December 24, 25, 31 and January 1.

15 B. Holidays

16 The regular and extended contract of employees shall include ten (10) paid
17 Holidays. Such Holidays shall include Thanksgiving, Friday after Thanksgiving,

1 President's Day, Monday after Easter, Memorial Day, Labor Day, Christmas
2 Eve, Christmas Day, New Year's Eve, New Year's Day. In addition Good
3 Friday will be considered an unpaid holiday. There shall be 1:30 p.m. dismissal
4 on Thanksgiving Eve day and on the day before Christmas vacation. If the state
5 requirement for a minimum school day is changed such that the day before
6 Thanksgiving and the day before Christmas vacation do not constitute a legal
7 school day, then the dismissal time will be set to guarantee the minimum school
8 day. No employee shall be required to perform duties on any of the above
9 Holidays.

10 XI. EMPLOYEE HOURS AND LOAD

11 A. Lunch Period

12 Each teacher shall have at least a twenty-seven (27) minute duty free lunch period
13 each day.

14 B. Meetings

15 1. Faculty and Other

16 Employees may be required to remain after the end of the regular
17 workday without additional compensation, for the purpose of attending
18 faculty or other professional meetings two (2) days each month. Such
19 meetings shall begin no later than fifteen (15) minutes after the student
20 dismissal time and shall run for no more than forty-five (45) minutes. If

1 additional time is needed, students shall be dismissed early. Meetings
2 shall not be called on Fridays or on any day immediately preceding any
3 holiday or other day upon which teacher attendance is not required at
4 school.

5 2. Morning Meetings

6 Employees may be required to arrive before the start of the regular
7 workday without additional compensation, for the purpose of attending
8 faculty or other professional meetings one (1) day each month. Such
9 meetings shall begin no earlier than forty-five (45) minutes before the start
10 of the teacher's workday. A morning meeting would fulfill the
11 requirement for one of the two faculty or professional meetings allowed
12 each month in Section 1 of this clause.

13 3. Notice and Agenda

14 The notice of an agenda for any faculty meeting shall be posted on the
15 official faculty bulletin board of each attendance center at least twenty
16 four (24) hours prior to meetings, except in an emergency. Employees
17 shall have the opportunity to suggest items for the agenda.

C. Preparation Time

Classroom employees shall have 42 minutes of preparation time during the student school day in addition to their 27 minute duty free lunch. An additional 30 minutes per day will be allocated for teacher preparation time, to meet with colleagues or to meet with individual students.

D. Employee Hours

1. The school day for employees shall begin at 8:00 a.m. and the employee will remain on duty until 3:45 p.m.
2. On Fridays and the day preceding Spring Break, the employees day will end five (5) minutes after the close of the student's day, unless the teacher has pupils left in the building that would be under his or her direct supervision.
3. Employees may leave the building during their lunch period when they are not assigned to lunch duty by informing the principal. Employees may be allowed to leave the building during their preparation time with permission from the building principal.

XII. REDUCTION OR REALIGNMENT OF STAFF

A. Reduction

If a position is to be reduced the administration shall use the following procedure.

1. The person employed in that position will have the right to displace the

1 least senior employee for whose position he or she is certified and
2 qualified to teach, with the approval of the administration, without
3 reduction of salary or benefits. He or she shall be notified of the
4 displacement by April 30, by the administration.

5 2. Retired teachers rehired for a teaching position in the area or position to
6 be reduced will be considered the least senior employee.

7 3. An employee who is to be displaced pursuant to this Section shall have the
8 same displacement rights as outlined above.

9 4. If the employee has no displacement rights he or she shall be notified of
10 the reduction by April 30, by the administration.

11 B. Recall Rights

12 1. Any employee reduced pursuant to Article XII. shall have recall rights to
13 any position for which he/she is or may become certified and qualified,
14 with the approval of the administration, for one year from the effective
15 date of his/her reduction and shall be recalled to available positions in the
16 order of the person with the most seniority being recalled first

17 2. If a reduced employee has displaced another teacher or has been recalled
18 to a position other than that held immediately prior to reduction, the
19 employee will remain eligible for recall in accordance with the provisions
20 of Subsection 1 above.

21 3. Employees who refuse recall to a position with fewer hours or less pay

then held at time of reduction shall retain recall rights.

4. An employee desiring recall rights shall maintain on file with the Superintendent the employee's mailing address. Should a vacancy occur, the Superintendent shall notify the teacher by certified mail of the vacancy. The teacher shall respond within ten (10) calendar days of date of receipt of the Superintendent's notice.

C. Notification

1. The administration shall provide written notice to the Association and to each employee who may possibly be affected by reduction or realignment no later than April 30 preceding each school year. Such notice shall include specific written reasons for reduction of staff.
2. The parties agree an employees' eligibility for recall shall terminate if he/she:
 - a. Fails to respond to his/her recall notice within ten (10) days of receipt of such notice and/or fails to report at the specified date to the assignment to which he/she has been recalled.
 - b. Is not recalled within the one (1) year specified in Section B above.

D. Benefits

Any employee reemployed by exercising his/her recall rights shall be given full

1 salary, related benefits, and experience of one step beyond the last period of
2 employment. If a recalled employee was employed by another duly accredited
3 school district during his/her period of layoff that employee will also receive
4 experience on the salary schedule for that period of employment. (This provision
5 will apply to employees laid off after July 1, 1993.)

6 E. Seniority

7 For the purposes of this Article, seniority will be computed from the day the
8 Board of Directors approves the employee's individual contract, and will begin
9 to accrue as of that first day of hire. Seniority will continue to accrue during all
10 paid leaves of absences, and for a period of one (1) year from the effective date
11 of the reduction. Seniority will not be broken by unpaid leaves of absence or
12 employment by the Board in a position outside the bargaining unit, but such time
13 will not be counted in computing seniority. When seniority is equal between or
14 among employees, ranking of those employees shall be determined by the drawing
15 of lots.

16 All Highland teaching faculty shall be placed on one master list according to
17 number of continuous years of teaching experience in the district.

18 The month, day and year the individual contract was approved by the Board of

1 Directors shall determine seniority.

2 Each member's certification, including approvals and endorsements shall be noted
3 on this seniority list. This shall be made available to the Association.

4 XIII. EMPLOYEE EVALUATION PROCEDURE

5 A. Notification of Employees

6 Within four (4) weeks after the beginning of the school year employees shall be
7 informed by the Superintendent or his/her representative with the formal
8 evaluation procedure to be observed. No one will be formally evaluated prior to
9 notification of the procedure.

10 B. Required Evaluations

11 All teacher evaluations shall be conducted with the full knowledge of the teacher
12 for the purpose of improved professional performance and to determine
13 competency of the Iowa teaching standards.

14 1. Highland evaluation procedures will follow all requirements of the Code
15 of Iowa, Chapter 279.19 and/or Chapter 284, Student Achievement and
16 Teacher Quality Program.

2. Required Evaluation - Beginning Teacher

Beginning teachers shall be evaluated at least three (3) times each year of their probationary status. A probationary teacher is a teacher serving a probationary period of employment as defined by the Code of Iowa, Chapter 279.19.

3. Required Evaluation - New Teachers holding a Standard License

Teachers new to Highland shall be evaluated at least three (3) times during their first year of employment at Highland. The second year they shall be placed on the three-year rotating evaluation schedule.

4. Required Evaluation - Career Teacher

A career teacher shall be evaluated at least once every three (3) years. A career teacher is a teacher who has completed the probationary period of employment as defined by the Code of Iowa, Chapter 279.19.

C. Conference and Copy

The evaluator shall have a meeting with the employee within five (5) working days following any formal evaluation.

Any negative evaluation must be accompanied by appropriate documentation and specific remediation procedures and guidelines to accomplish the remediation as

well as time lines.

Copies of such written evaluations shall be submitted to the Superintendent in such manner and at such time as may be determined by the Superintendent.

A copy signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement of the content.

D. Responses

The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made within five (5) working days of the evaluation conference.

A copy will be signed by both parties to indicate awareness.

E. Personnel File Review

An employee presently under contract shall have the right to review the contents of his/her own personnel file during business hours with reasonable notice and security provisions. A representative of the Association may, at the employee's request, accompany the employee in this review. Confidential job recommendations shall be excluded. The employee shall have the right to

1 respond to all materials contained in said file and to any materials to be placed
2 in said file in the future. Such employee responses shall become a part of said
3 file.

4 Any complaints or criticism, directed toward an employee, which are placed in
5 the personnel file are to be promptly called to the employee's attention. This
6 must be done in writing. Any such document shall remain in the employee's file
7 for no more than one (1) year.

8 F. Personnel File Reproduction

9 The employee shall have the right to reproduce any of the contents of his/her file
10 at the actual cost of reproduction except confidential contents.

11 XIV. TRANSFER PROCEDURES

12 Definition

13 The assignment of an employee to a different job classification, grade level, subject area
14 or building shall be considered a transfer.

15 A. Voluntary Transfers

- 16 1. The Board shall post for a minimum of three (3) days, in all school
17 buildings a list of the anticipated vacancies which may occur during the
18 school year and/or for the following school year as soon as the Board is

1 sure of said vacancy.

- 2 2. All requests shall be made in writing to the Superintendent giving specific
3 reasons for requesting the transfer. Such requests for transfers for the
4 following year shall be submitted not later than June 1 and for the second
5 semester such requests shall be submitted not later than December 1.
6 Requests for transfer to posted vacancies must be filed within ten (10)
7 calendar days of posting.
- 8 3. The consideration of transfer of an employee shall be based on
9 qualifications, certifications, and seniority in the District.
- 10 4. Written notice of transfer shall be given to the employees concerned as
11 soon as practicable.
- 12 5. Requests for transfers are kept for only one school year. Renewal must
13 be made each year.

14 B. Involuntary Transfers

- 15 1. When the Board deems an involuntary transfer necessary, the Board will
16 take into consideration the employee's qualifications, certifications, and
17 seniority.
- 18 2. An employee will be notified, in writing, of any intended transfer and
19 shall be entitled to a conference with the Superintendent or his/her
20 designee to discuss the reasons for said transfer. The Superintendent shall
21 set forth, in writing, the procedures used in the determination of said

transfer. The recognized association representative may be present at the time of the conference.

3. The employee shall be notified of any intended transfer by June 1, except in case of emergency.

XV. EXTENDED CONTRACTS

Extended contracts may be offered to certified employees. The number of days assigned to each position will be determined annually by the Board, and will be paid at the rate of 1/the number of days in the contract year, per day.

XVI. PRINTING

The number of copies wanted by each party of this contract should be decided and a cost per printed unit (booklet) determined. Use this cost multiplied by the number of copies wanted to determine the amount each party shall pay towards the total cost of printing.

Page 1 of 2 pages

DEFINITION OF EDUCATIONAL LANES

B.A. +8, 16 and 24 SCHEDULE shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and holding a valid Iowa Teachers Certificate. However, the BA +24 lane shall apply only to those persons in a college approved Masters Degree program in their teaching field or in education courses approved by the Superintendent. (Hours from courses taken after July 1, 1984 will apply only.)

M.A. +8 and HIGHER SCHEDULE shall apply to all employees possessing appropriate semester credit hours beyond a Master's Degree in the teacher's subject area or receiving prior approval in writing from the Superintendent.

SPECIALIST IN EDUCATION SCHEDULE shall apply to all employees holding a Provisional or Permanent Teaching Certificate and a Specialists in Education Degree in the teacher's subject area or receiving prior approval in writing from the Superintendent.

SALARY SCHEDULE

EXP	BA	BA+8	BA+16	BA+24	MA	MA+8	MA+16	MA+24	SPEC.
0	23,900	24378	24856	25334	26529	27007	27485	27963	29158
	1.00	1.02	1.04	1.06	1.11	1.13	1.15	1.17	1.22
1	24856	25334	25812	26290	27724	28202	28680	29158	30353
	1.04	1.06	1.08	1.10	1.16	1.18	1.20	1.22	1.27
2	25812	26290	26768	27246	28919	29397	29875	30353	31548
	1.08	1.10	1.12	1.14	1.21	1.23	1.25	1.27	1.32
3	27007	27485	27963	28441	30353	30831	31309	31787	32982
	1.13	1.15	1.17	1.19	1.27	1.29	1.31	1.33	1.38
4	28202	28680	29158	29636	31787	32265	32743	33221	34416
	1.18	1.20	1.22	1.24	1.33	1.35	1.37	1.39	1.44
5	29397	29875	30353	30831	33221	33699	34177	34655	35850
	1.23	1.25	1.27	1.29	1.39	1.41	1.43	1.45	1.50
6	30353	30831	31309	31787	34416	34894	35372	35850	37045
	1.27	1.29	1.31	1.33	1.44	1.46	1.48	1.50	1.55
7	31309	31787	32265	32743	35611	36089	36567	37045	38240
	1.31	1.33	1.35	1.37	1.49	1.51	1.53	1.55	1.60
8	32265	32743	33221	33699	36806	37284	37762	38240	39435
	1.35	1.37	1.39	1.41	1.54	1.56	1.58	1.60	1.65
9	33221	33699	34177	34655	38001	38479	38957	39435	40630
	1.39	1.41	1.43	1.45	1.59	1.61	1.63	1.65	1.70
10	34177	34655	35133	35611	39196	39674	40152	40630	41825
	1.43	1.45	1.47	1.49	1.64	1.66	1.68	1.70	1.75
11	35133	35611	36089	36567	40391	40869	41347	41825	43020
	1.47	1.49	1.51	1.53	1.69	1.71	1.73	1.75	1.80
12	36089	36567	37045	37523	41586	42064	42542	43020	44215
	1.51	1.53	1.55	1.57	1.74	1.76	1.78	1.80	1.85
13	37045	37523	38001	38479	42781	43259	43737	44215	45410
	1.55	1.57	1.59	1.61	1.79	1.81	1.83	1.85	1.90
14	38001	38479	38957	39435	43976	44454	44932	45410	46605
	1.59	1.61	1.63	1.65	1.84	1.86	1.88	1.90	1.95
15	38957	39435	39913	40391	45171	45649	46127	46605	47800
	1.63	1.65	1.67	1.69	1.89	1.91	1.93	1.95	2.00
Inc. \$750	39707	40185	40663	41141	45921	46399	46877	47355	48550

SCHEDULE BSUPPLEMENTAL PAY OF EXTRA CURRICULAR ACTIVITIES1. Coaching, Sponsor and Driver's Education

<u>Title of Activity</u>	<u>% of Base</u>	<u>Dollars</u>
Activities Director	18%	4,302.00
Sr. High Baseball Coach	14%	3,346.00
Sr. High Basketball Coach	14%	3,346.00
Sr. High Football Coach	14%	3,346.00
Sr. High Softball Coach	14%	3,346.00
Sr. High Volleyball Coach	14%	3,346.00
Sr. High Wrestling Coach	14%	3,346.00
Ass't Sr. High Baseball Coach	10%	2,390.00
Ass't Sr. High Basketball Coach	10%	2,390.00
Ass't Sr. High Football Coach	10%	2,390.00
Ass't Sr. High Softball Coach	10%	2,390.00
Ass't Sr. High Volleyball Coach	10%	2,390.00
Ass't Sr. High Wrestling Coach	10%	2,390.00
Cross Country Coach	14%	3,346.00
Jr. High Basketball Coach	7%	1,673.00
Jr. High Football Coach	7%	1,673.00
Jr. High Volleyball Coach	7%	1,673.00
Jr. High Wrestling Coach	7%	1,673.00
Ass't Jr. High Football Coach	7%	1,673.00
Instrumental Music Sponsor	14%	3,346.00
Vocal Music Sponsor	14%	3,346.00
Speech Sponsor	7%	1,673.00
School Play Sponsor	10%	2,390.00
Student Council Sponsor	8%	1,912.00
Prom Sponsor	5%	1,195.00
Cheerleading Sponsor	10½ %	2,509.50
Football Sponsor	3½ %	836.50
Basketball Sponsor	3½ %	836.50
Wrestling Sponsor	3½ %	836.50
Drill Team Sponsor	6%	1,434.00
Extended Learning Activities Sponsor	14%	3,346.00
Secondary Mock Trial & Quiz Bowl	6%	1,434.00
Secondary Future Problem Solvers	4%	956.00
Elementary Future Problem Solvers	4%	956.00
Driver's Education Program		\$24.00 per hour

If a person contracts for any one activity, they receive stated percent of base pay. If two or more activities, then an extra 2% on each activity. If a person contracts for more than one activity in a sub-group they will not receive an extra 2% within that sub-group.

Schedule B - Continued1 Assigned Duties

2 Before the end of the school year teachers will be given the opportunity to sign up for
3 extra duties beyond the school day. Any duties remaining will be randomly assigned by
4 the athletic director. Teachers unable to fulfill their duty will find a substitute or notify
5 the athletic director three (3) days before the duty, unless in case of an emergency.
6 Teachers will be paid twenty-five dollars (\$25.00) per duty.

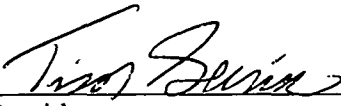
7 Duties List:

- 8 1. Supervision of any nature
- 9 2. Ticket taking
- 10 3. Scoring
- 11 4. Timing
- 12 5. Announcing
- 13 6. Detention

SIGNATURE CLAUSE

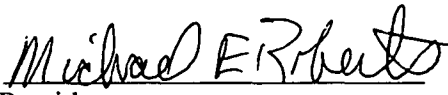
In witness whereof the parties hereto have caused this 2006-2007 Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 6th day of April, 2006.

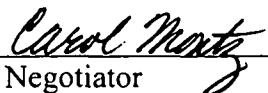
HIGHLAND EDUCATION
ASSOCIATION

By 
President

By 
Chief Negotiator

BOARD OF DIRECTORS
HIGHLAND COMMUNITY
SCHOOL DISTRICT

By 
President

By 
Chief Negotiator